

**State of New Hampshire
Department of Health and Human Services**

**REQUEST FOR PROPOSALS
RFP-2022-NHH-03-PSYCH**

FOR

Psychiatric and Medical Services

July 30, 2021



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1. INTRODUCTION

1.1. Purpose and Overview

This Request for Proposals (RFP) is published to solicit proposals from qualified vendors for the provision of psychiatric and medical services at New Hampshire Hospital, the planned New Hampshire Forensic Hospital, and Glenclyff Home. The selected Vendor will provide services in one (1) or both of the following two (2) Service Areas:

- **Service Area #1** - Psychiatric care for adults admitted to New Hampshire Hospital, New Hampshire Forensic Hospital, and Glenclyff Home.
- **Service Area #2** - Non-emergent medical care for adults admitted to New Hampshire Hospital and New Hampshire Forensic Hospital.

Vendors may submit proposals for one (1) or both of the two (2) Service Areas above. Vendors are not required to submit proposals to provide services for both Service Areas.

Qualified vendors include academic medical centers, non-academic medical centers, physician associations, group practices, or any other qualified entity having the capacity to deliver sufficient numbers of qualified psychiatrists, physicians and professional technical staff necessary to provide the requested services in this RFP without disruption to patients and clients.

There will be separate scopes of work, monitoring provisions, and financial terms applicable to each of the Service Areas above.

None of the services identified in this RFP may be subcontracted by the selected Vendor(s) without the prior written notice and consent of the Department.

The New Hampshire Department of Health and Human Services (the "Department") anticipates awarding one (1) or two (2) contracts for the services in this RFP.

1.2. Contract Period

The contract(s) resulting from this RFP is(are) anticipated to be effective January 1, 2022, or upon Governor and Executive Council approval, whichever is later, through June 30, 2026.

The Department may extend contracted services for up to six (6) additional years, contingent upon satisfactory Contractor performance, continued funding, agreement of the parties, and Governor and Executive Council approval.

2. BACKGROUND

The Department of Health and Human Services is the largest state government agency in New Hampshire and is responsible for the health, safety and well-being of the citizens of New Hampshire. The Department provides services for children, adults, and families, and administers various programs throughout New Hampshire. These services are provided via contracts or partnerships with families, community groups, private providers, other state and local government entities, and many citizens



throughout the state. The Department also makes behavioral health services available through community mental health centers and institutions such as New Hampshire Hospital and Glenclyff Home.

New Hampshire Hospital (NHH) is a tertiary psychiatric hospital with approximately 184 beds dedicated to providing acute psychiatric care for citizens of New Hampshire. NHH is the only Institute for Mental Disease (IMD) for adults in New Hampshire and offers forensic, geriatric, and general psychiatric care, along with medical management of chronic conditions.

The majority of individuals are admitted to NHH on an involuntary basis because they have been found to be dangerous to themselves or others as the result of a mental illness. A much smaller number are admitted voluntarily for the same reasons. NHH works closely with the community mental health center system and advocates for and provides services that support an individual's recovery.

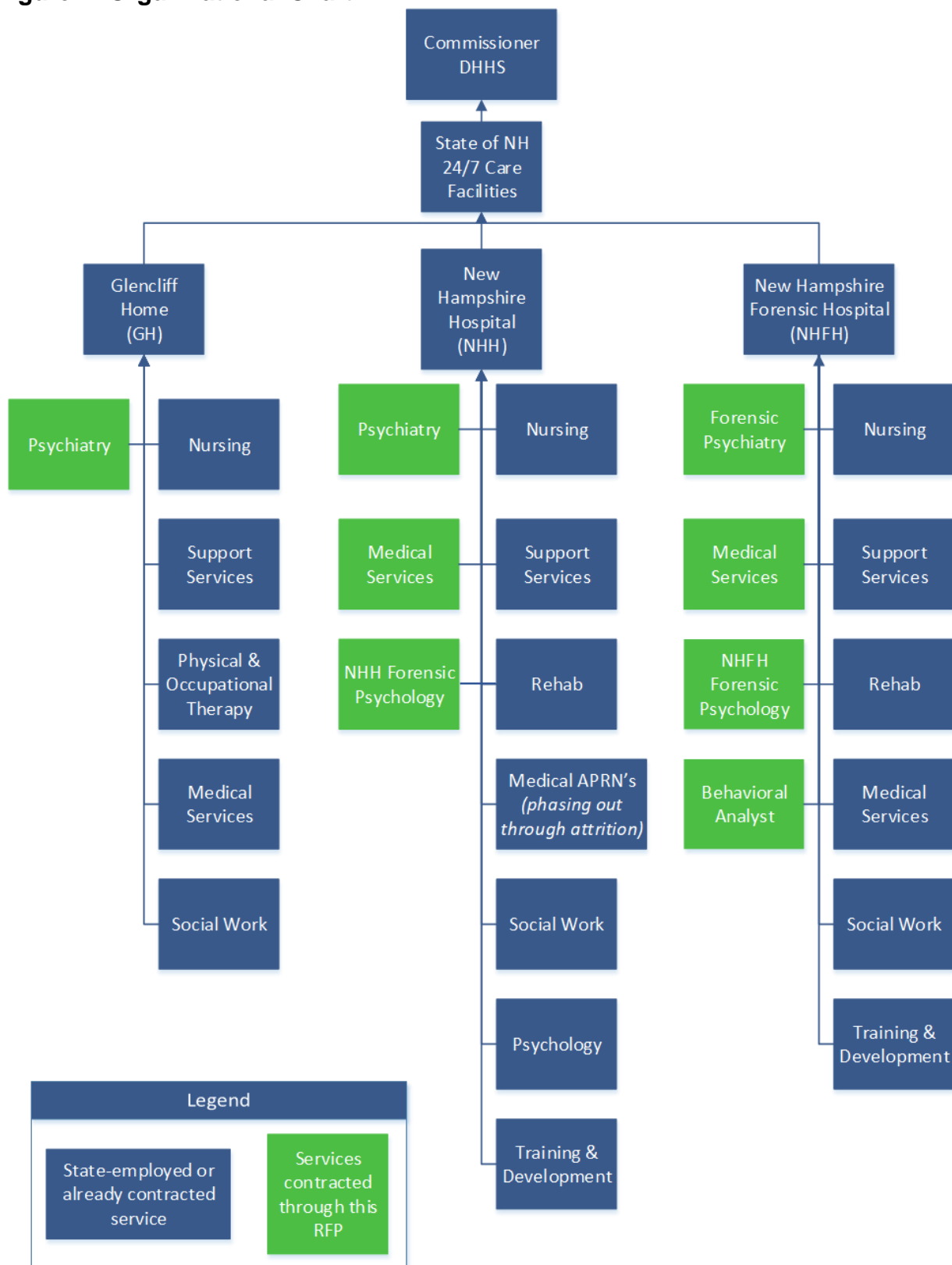
New Hampshire Forensic Hospital (NHFH) is a planned 25-bed inpatient forensic psychiatry facility that is anticipated to be built by June 2023. NHFH will be geographically co-located and attached to NHH and will offer highly specialized programming to treat individuals who are deemed not guilty by reason of insanity, incompetent to stand trial, or have other forms of civil commitment and require inpatient psychiatric treatment.

Glenclyff Home is a 120-bed psychiatric long-term care facility that offers care to a wide array of primarily geriatric citizens who have specialized long-term psychiatric care needs. Glenclyff Home is often a discharge location for geriatric patients whom have been previously stabilized at NHH.

New Hampshire Hospital, Glenclyff Home, and, upon completion, New Hampshire Forensic Hospital comprise the State's Inpatient Mental Health System, overseen by the Chief Executive Officer of the of the Inpatient Mental Health System (the "CEO").



Figure 1: Organizational Chart





3. STATEMENT OF WORK

3.1. All Services Areas - General Requirements

- 3.1.1. The selected Vendor(s) will deliver psychiatric and medical services to NHH, the planned NHFH, and/or Glendcliff Home by providing highly qualified personnel as described in the following sections; working with the Department to continue developing and refining an integrated mental health care system by applying principles of managed care for clinical treatment; and assisting with educational and training programs, at the direction of the CEO.
- 3.1.2. The selected Vendor(s) will recruit and retain qualified individuals for the staffing needs specified herein, and as otherwise necessary to fulfill the requirements described herein. All personnel provided by the selected Vendor(s) under the resulting contract(s) will be employees or consultants of the Vendor(s). No personnel provided by the selected Vendor(s) will be considered an employee of the State of New Hampshire.
- 3.1.3. For the purposes of this Solicitation, one (1) full-time equivalent (FTE) is equal to one (1) full-time employee who works forty (40) hours per week.
- 3.1.4. Upon approval of the resulting contract(s), the selected Vendor(s) will be expected to begin startup and implementation of services, including hiring of new staff. The Department expects the Contractor(s) to complete this startup and implementation phase and to be able to fully meet all requirements for the applicable Service Area(s) within six (6) months of the effective date of the resulting contract(s).
- 3.1.5. The selected Vendor(s) will work with the Department and any other organizations, including but not limited to the current vendor, as directed by the Department to ensure an orderly and timely transition phase and continuity of services required by the Department.
- 3.1.6. The selected Vendor(s) will ensure all personnel provided through the resulting contract(s) meet and adhere to the applicable codes of ethical conduct; behavioral policies; information security and privacy policies and use agreements; and all other human resource-related expectations of the Department, NHH, NHFH, and/or Glendcliff Home, as well as New Hampshire Department of Information Technology (DoIT) security policies.



3.2. Requirements Service Area #1 – Requirements for psychiatric care for adults admitted to New Hampshire Hospital (NHH), New Hampshire Forensic Hospital (NHFH), and Glenclyff Home

3.2.1. The following table outlines the anticipated FTE allocation and/or patient-to-provider ratio limits for the minimum required staffing positions to be provided by the selected Vendor for Service Area #1:

Position Title	Minimum FTE/ Staffing Ratio Limits
NHH	
a. Chief Medical Officer	1.0 FTE
b. Associate Medical Director	1.0 FTE
c. Staff Psychiatrists	Ratio of patients to Staff Psychiatrists and Psychiatric APRNs not to exceed 12:1 ¹ Psychiatric APRN - 1.0 FTE; ratio of Psychiatric APRNs to Psychiatrists not to exceed 4:1
d. Psychiatric Advanced Practice Registered Nurses (APRN)	
e. Chief Psychologist	1.0 FTE
f. Psychologist	1.0 FTE
g. Forensic Psychologist	1.0 FTE Ratio of patients to Forensic Psychologist not to exceed 24:1
h. Administrative Staff	Optional
NHFH	
i. Forensic Psychiatrists	2.0 FTE
j. Forensic Psychologist	2.0 FTE Ratio of patients to Forensic Psychologists not to exceed 12:1
k. Forensic Behavioral Analyst	1.0 FTE
l. Administrative Staff	Optional
Glenclyff Home	

¹ For the purposes of this RFP, Vendors should assume a daily patient volume of 184 individuals to calculate this patient-to-provider ratio.



m. Medical Director	0.4 FTE
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3.2.2. NEW HAMPSHIRE HOSPITAL

3.2.3. Chief Medical Officer

The selected Vendor will provide one (1) full-time equivalent psychiatrist to serve as the Chief Medical Officer. The Chief Medical Officer will be physically present at NHH a minimum of forty (40) hours per week and will oversee all providers at NHH referenced herein.

3.2.4. The Chief Medical Officer will be responsible for the same duties and requirements outlined below for NHFH upon commencement of patient services at NHFH, including overseeing clinical staff at NHFH provided by the selected Vendor under the resulting contract.

3.2.5. The Chief Medical Officer will:

3.2.5.1. Be a board certified psychiatrist licensed to practice medicine in the State of New Hampshire. The Chief Medical Officer will, at all times, maintain both a license to practice medicine in the State of New Hampshire and clinical privileges at NHH.

3.2.5.2. Be a senior administrative psychiatrist having a minimum of five (5) years of experience in a position of clinical leadership for a major public sector program; psychiatric hospital; governmental authority; or state or national medical/psychiatric society or organization involved in the delivery of public sector psychiatric services.

3.2.5.3. Have completed an Accreditation Council for Graduate Medical Education (ACGME) approved residency program with board certification in psychiatry by the American Board of Psychiatry and Neurology. Additional subspecialty certification in forensic, geriatric or child/adolescent psychiatry may be substituted for two (2) years of administrative leadership. Completion of a graduate curriculum in medical administration is preferred.

3.2.6. The Chief Medical Officer will have demonstrated:

3.2.6.1. Clear success in the fields of clinical psychiatry;

3.2.6.2. Development of innovative clinical programs specific to the needs of the severely and persistently mentally ill (SPMI) population;

3.2.6.3. Clear success in collaborating with state government leadership in the areas of program planning, budget, personnel policies, staffing levels, and the legislative process;

3.2.6.4. Cooperation with consumer organizations; and

3.2.6.5. Competence in program evaluation and evidence based outcomes.



- 3.2.7. The Chief Medical Officer will participate as needed with Staff Psychiatrists in on-call and after-hours coverage above the 40-hour week to ensure on-call psychiatrist services are available 24 hours per day, 7 days per week.
- 3.2.8. In the event the Chief Medical Officer resigns, or is otherwise removed from providing services to NHH under the resulting contract, the selected Vendor will furnish within ten (10) business days, not including holidays, a psychiatrist to serve full-time as interim Chief Medical Officer, until such time as the existing Chief Medical Officer either resumes full-time duty or is replaced by a new Chief Medical Officer. The interim Chief Medical Officer will meet all of the requirements for the Chief Medical Officer as set forth herein. The selected Vendor will be responsible for providing transition services to NHH, at no additional cost to the Department, to avoid any interruption of services and administrative responsibilities.
- 3.2.9. Subject to (1) the statutory authority of the Department's Commissioner or designee, and (2) the authority of the CEO with respect to administrative/clinical matters, the Chief Medical Officer will be responsible for:
 - 3.2.9.1. Developing and submitting NHH provider staffing needs, including a schedule of psychiatric and related clinical personnel, for Department approval prior to the commencement of each contract year or as otherwise requested by the Department;
 - 3.2.9.2. Coordinating with the CEO on all clinical activities in order to accomplish the day-to-day clinical operations of NHH in a manner consistent with RSA Chapter 135-C and the rules adopted pursuant thereto, all NHH policies, and all standards of The Joint Commission (TJC) and Centers for Medicare and Medicaid Services (CMS);
 - 3.2.9.3. Participating in the formulation, implementation, and supervision of all clinical programs for the diagnosis, assessment, treatment, care, and management of NHH patients;
 - 3.2.9.4. Supervising all documentation requirements for all Staff Psychiatrists and other clinical personnel employed by the selected Vendor and providing services at NHH under the resulting contract;
 - 3.2.9.5. Ensuring adequate coverage on weekends and holidays to maintain compliance with documentation requirements to justify medical necessity of stay, including, but not limited to, the need for daily progress notes on patients covered by Medicaid, Medicare or commercial insurance. Should clinical care responsibilities impede a provider's ability to complete daily progress notes on weekends or holidays, the next progress note will be written within 72 hours;
 - 3.2.9.6. Performing annual performance evaluations and discipline as necessary for all Staff Psychiatrists and other clinical personnel



- employed by the selected Vendor and providing services at NHH under the resulting contract. In preparing these evaluations, the Chief Medical Officer will consult with and seek input from the CEO as to the Department's satisfaction with the services provided by any such individual under review;
- 3.2.9.7. Performing an annual administrative review of all clinical personnel employed by the selected Vendor and providing services at NHH under the resulting contract to ensure compliance with NHH policy, including but not limited to: training; record keeping; matters of medical records; CPR and CMP training and/or retraining; TJC requirements; customer service responsibilities; HIPAA compliance; and attendance at mandated in-service training. The Chief Medical Officer will take whatever action necessary to ensure compliance with these requirements and take whatever disciplinary action necessary in instances of non-compliance with NHH policy or NHH Medical Staff Organization bylaws;
 - 3.2.9.8. Complying with all applicable performance standards set forth in the resulting contract pertaining to Staff Psychiatrists;
 - 3.2.9.9. Providing consultation to the Department relative to the development of the State mental health service system;
 - 3.2.9.10. Supporting NHH's customer service culture by adhering to and ensuring that Staff Psychiatrists under their direction, adhere to the established Customer Service Guidelines for Physicians;
 - 3.2.9.11. Reporting to the CEO any issues known to them regarding all admissions, patient care or any other situations that may pose a significant risk to patients or the community or that may result in adverse publicity or in any way undermine public confidence in the clinical care provided by NHH;
 - 3.2.9.12. Participating as a member of NHH's Executive Team;
 - 3.2.9.13. Participating in the recruitment of other clinical Department personnel, upon the request of the CEO;
 - 3.2.9.14. Establishing, subject to approval from the CEO, an employment schedule for all clinical personnel employed by the selected Vendor to provide services at NHH;
 - 3.2.9.15. Assisting the NHH Executive Team with enhancing clinical practices and care across the organization; and
 - 3.2.9.16. Providing clinical coverage for other clinical staff as necessary due to absences or vacated positions.
- 3.2.10. If the same Vendor is selected for Service Areas 1 and 2, the Chief Medical Officer may oversee clinical staff in Service Area 2 provided by



the selected Vendor under the resulting contract, upon request by the CEO.

3.2.11. Associate Medical Director

The selected Vendor will provide one (1) full-time equivalent physician to serve as the Associate Medical Director for NHH. The Associate Medical Director will be physically present at NHH a minimum of forty (40) hours per week.

3.2.11.1. The Associate Medical Director role may be filled by up to two (2) individuals who each allocate half of their FTE to Associate Medical Director duties and half of their FTE to other clinical duties.

3.2.12. The Associate Medical Director will also be responsible for the duties and requirements outlined below for NHHF upon commencement of patient services at NHHF.

3.2.13. The Associate Medical Director will:

3.2.13.1. Be a Board Certified Psychiatrist licensed to practice medicine in New Hampshire. The Associate Medical Director will, at all times, maintain both a license to practice medicine in the State of New Hampshire and clinical privileges at NHH.

3.2.13.2. The Associate Medical Director will be a senior administrative psychiatrist having a minimum of five (5) years of experience in a position of clinical leadership for a major public sector program, psychiatric hospital, governmental authority, or state or national medical/psychiatric society or organization involved in the delivery of public sector psychiatric services. The Associate Medical Director will have completed an ACGME approved residency program with board certification in Psychiatry by the American Board of Psychiatry and Neurology. Additional subspecialty certification in forensic, addiction, geriatric or child/adolescent psychiatry may be substituted for two (2) years of administrative leadership. Completion of a graduate curriculum in medical administration is preferred.

3.2.14. The Associate Medical Director will demonstrate:

3.2.14.1. Clear success in the fields of clinical psychiatry and psychiatric education at the graduate or undergraduate level;

3.2.14.2. Development of innovative clinical programs specific to the needs of the severely and persistently mentally ill (SPMI) population;

3.2.14.3. Successful collaboration with state government leadership in the areas of program planning, budget, personnel policies, staffing levels, and the legislative process;



- 3.2.14.4. Cooperation with consumer organizations; and
- 3.2.14.5. Competence in program evaluation and evidence based outcomes related clinical practice. Research experience, particularly in public sector relevant research as a principal investigator or co-principal investigator is preferred.
- 3.2.15. The Associate Medical Director will possess or develop the skills necessary to serve in the capacity of the Chief Medical Officer, on a temporary or permanent basis, in the event that the Chief Medical Officer position is vacated.
- 3.2.16. The Associate Medical Director will also participate as needed with Staff Psychiatrists in on-call and after-hours coverage above the 40-hour week to ensure Psychiatrist-On-Call services are provided 24 hours per day, 7 days per week.
- 3.2.17. In the event the Associate Medical Director resigns, or is otherwise removed from providing services to NHH, the selected Vendor will furnish, within ten (10) business days, not including holidays, a psychiatrist or other qualified provider, as determined by the CEO, to serve full-time as interim Associate Medical Director, until such time as the existing Associate Medical Director either resumes duty full-time or is replaced by a new Associate Medical Director. The interim Associate Medical Director will meet all of the requirements for the Associate Medical Director as set forth herein. The selected Vendor will be responsible for providing transition services to NHH, at no additional cost, to avoid any interruption of services and administrative responsibilities.
- 3.2.18. Subject to (1) the statutory authority of the Department's Commissioner or designee, and (2) the authority of the CEO with respect to administrative and/or clinical matters, the Associate Medical Director will be responsible for:
 - 3.2.18.1. Coordinating all clinical activities with the Chief Medical Officer and the CEO in order to accomplish the day-to-day clinical operation of NHH in a manner consistent with RSA Chapter 135-C and the rules adopted pursuant thereto, all NHH policies, and all standards of TJC and CMS;
 - 3.2.18.2. On a periodic basis, with the Chief Medical Officer and CEO, establishing staffing needs, including but not limited to psychiatric and related clinical personnel;
 - 3.2.18.3. Serving in the capacity of the Chief Medical Officer in the event of the Chief Medical Officer's absence;
 - 3.2.18.4. Participating with the Chief Medical Officer in the formulation, implementation, and supervision of all clinical programs for the diagnosis, assessment, treatment, care, and management of patients;



- 3.2.18.5. Supervising all documentation requirements of all Staff Psychiatrists and other clinical personnel employed by the selected Vendor and providing services under the resulting contract at NHH;
- 3.2.18.6. Participating with the Chief Medical Officer to conduct annual performance evaluations and disciplinary actions as necessary for all Staff Psychiatrists and other clinical personnel provided under the resulting contract at NHH. In preparing these evaluations, the Associate Medical Director will assist the Chief Medical Officer who will consult with and seek input from the CEO as to the Department's satisfaction with the services provided by any such individual under review;
- 3.2.18.7. Working with the Chief Medical Officer to perform an annual administrative review of all clinical personnel provided by the selected Vendor under the resulting contract to ensure compliance with Department and NHH policy, including but not limited to: training; record keeping; matters of medical records; CPR and CMP training and/or retraining; TJC requirements; customer service responsibilities; information security, privacy, and HIPAA compliance; and attendance at mandated in-service training;
- 3.2.18.8. Complying with all applicable performance standards pertaining to Staff Psychiatrists;
- 3.2.18.9. Providing consultation to the Department relative to the development of the state mental health service system;
- 3.2.18.10. Promoting a customer service culture by adhering to and ensuring that psychiatrists adhere to the established customer service guidelines for physicians;
- 3.2.18.11. Reporting to the Chief Medical Officer and CEO any known issues regarding admissions, patient care or any other situation that may pose a significant risk to patients or the community or that may result in adverse publicity or in any way undermine public confidence in the clinical care provided by NHH;
- 3.2.18.12. Participating with the Chief Medical Officer and the CEO in the development of clinical budgets;
- 3.2.18.13. Participating in the recruitment of other clinical personnel, upon the request of the CEO;
- 3.2.18.14. Assisting in establishing, subject to approval by the Chief Medical Officer and CEO, an employment schedule for all clinical personnel provided under the resulting contract; and
- 3.2.18.15. Assisting the Chief Medical Officer and the CEO with the clinical supervision and education of all other clinical staff; and



3.2.18.16. Providing clinical coverage for other clinical staff as necessary due to absences or vacated positions.

3.2.19. Staff Psychiatrists and Psychiatric Advanced Practice Registered Nurses (APRN)

Vendors may propose the FTE allocations for Staff Psychiatrists in accordance with the staffing ratios described herein. The selected Vendor will provide a minimum of one (1) full-time equivalent Psychiatric Advanced Practice Registered Nurse (APRN) and may propose additional Psychiatric APRN FTEs.

The ratio of patients to Staff Psychiatrists and Psychiatric APRNs must not exceed 12:1. The ratio of Psychiatric APRNs to Psychiatrists must not exceed 4:1.

3.2.20. Staff Psychiatrists

Staff Psychiatrists will be physically present at NHH a minimum of forty (40) hours per week.

3.2.21. The selected Vendor will ensure Staff Psychiatrists possess the qualifications and meet the requirements as follows:

- 3.2.21.1. All Staff Psychiatrists will have appropriate experience in the specialty in which they are boarded or board eligible.
- 3.2.21.2. All Staff Psychiatrists will have completed an ACGME approved residency program in psychiatry.
- 3.2.21.3. A minimum of one (1) full-time equivalent Staff Psychiatrist will be dedicated to provide services to the NHH inpatient stabilization unit (ISU).
- 3.2.21.4. A minimum of (1) full-time equivalent Staff Psychiatrist will be dedicated to provide services to the NHH forensic unit, which will not exceed a 24:1 patient-to-provider ratio².
- 3.2.21.5. At minimum of (1) full-time equivalent Staff Psychiatrist will be certified in addiction; be a physician who is certified in general psychiatry; and have significant clinical experience in addiction medicine. A fellowship training and/or board certification in addiction medicine or addiction psychiatry is highly preferred.
- 3.2.21.6. At minimum of (1) full-time equivalent Staff Psychiatrist will be a Geropsychiatrist who has:

² For the purposes of this RFP, Vendors may assume a daily patient volume of 24 individuals to calculate this patient-to-provider ratio.



- 3.2.21.6.1. Completed an ACGME-approved residency program in psychiatry, and be board certified by the American Board of Psychiatry and Neurology in Psychiatry; and
 - 3.2.21.6.2. Completed a one-year geropsychiatry fellowship and is specialty certified by the American Board of Psychiatry and Neurology in geriatric psychiatry. Two (2) years of additional clinical experience in geriatric psychiatry may be substituted the one-year fellowship.
- 3.2.22. Staff Psychiatrists will be responsible for:
- 3.2.22.1. Formulating and implementing treatment plans and clinical services, in cooperation with treatment teams, for the diagnosis, assessment, treatment, care and management of patients;
 - 3.2.22.2. Maintaining and directing a clinically appropriate treatment plan for assigned cases in concert with the multidisciplinary staff consistent with NHH norms;
 - 3.2.22.3. Determining, consistent with RSA 135-C, the appropriateness of admissions, transfers and discharges;
 - 3.2.22.4. Providing, in coordination with the Chief Medical Officer, the Associate Medical Director, and other staff physicians, on-call afterhours coverage and serve as on-site, after-hours coverage, on a 24-hour a day, 7-day a week, year round basis when necessary as determined by the CEO, Chief Medical Officer, and/or Associate Medical Director;
 - 3.2.22.5. Participating in the Medical Staff Organization and other administrative committees, assigned committees and task forces;
 - 3.2.22.6. Completing medical/psychiatric consultation on patients from facilities other than NHH, consistent with current NHH policy;
 - 3.2.22.7. Completing, in a timely manner, all necessary documentation as required by TJC and CMS standards;
 - 3.2.22.8. Completing NHH Occurrence Reports in compliance with NHH policy;
 - 3.2.22.9. Completing all medical record documentation, including ongoing and timely documentation of clinical care regarding medical necessity, including daily progress notes to document and support medical necessity, within timeframes as specified by the NHH's Record Documentation policy and procedure and other relevant policies and procedures.
 - 3.2.22.10. Adhering to all NHH policies, including, but not limited to policies on Medical Records Documentation and Progress Notes;



- 3.2.22.11. Ensuring that documentation is consistent with normative data collected by the Compliance Officer and Utilization Review Manager;
- 3.2.22.12. Provision of other services as required, which are consistent with the mission of NHH;
- 3.2.22.13. Appearing and testifying in all court and administrative hearings, as required by the Department;
- 3.2.22.14. Developing and maintaining positive relationships with NHH staff, patients, families, advocates, community providers and other interest groups vital to the functioning the Department's system of care, including for the purpose of transition planning by adhering to the standards set forth in NHH's Customer Service Guidelines for Physicians; and
- 3.2.22.15. Meaningfully participating in utilization review processes, including appeals and other processes, as required by the Chief Medical Officer, Associate Medical Director, and/or the CEO.
- 3.2.23. All Staff Psychiatrists will provide services on a full-time basis as defined in Paragraph 3.1.3 above and limit their practice to treating NHH patients only.
- 3.2.24. Notwithstanding the above, Staff Psychiatrists serving under the resulting contract may perform occasional outside practice duties, with the advance written approval of the CEO and Chief Medical Officer, but only if said duties do not, in the sole judgment of the CEO, interfere with the psychiatrists' duties at NHH.
- 3.2.25. The Staff Psychiatrists will also participate in on-call, after-hours coverage above the 40-hour week to ensure on-call psychiatrist services are provided 24 hours per day, 7 days per week. For this reason, the selected Vendor will provide reports summarizing full-time equivalent staffing for each invoicing period.
 - 3.2.25.1. Staff Psychiatrists may also be required to participate in on-call, after-hours coverage as needed for NHFH upon commencement of patient services at NHFH.
- 3.2.26. **Psychiatric Advanced Practice Registered Nurses (APRN)**
- 3.2.27. Psychiatric APRNs will possess an APRN degree and have board certification as Psychiatric–Mental Health Nurse Practitioner–Board.
- 3.2.28. Psychiatric APRNs will provide clinical services in extended care and admissions areas with patients with severe mental illness and medical co-morbidities in accordance with the scope of practice described in RSA 326-B:11.



3.2.29. The responsibilities of Psychiatric APRNs will include, but are not be limited to:

- 3.2.29.1. Performing advanced assessments;
- 3.2.29.2. Diagnosing, prescribing, administering and developing treatment regimens;
- 3.2.29.3. Providing consultation as appropriate;
- 3.2.29.4. Independently prescribing, dispensing, and distributing psychopharmacologic drugs within the formulary and act as treatment team leaders in accordance with State law and medical staff by-laws; and
- 3.2.29.5. Providing documentation in accordance with NHH policy and the allowable scope of practice for APRNs.

3.2.30. Chief Psychologist

The selected Vendor will provide one (1) full-time equivalent Chief Psychologist at NHH. The Chief Psychologist will be a clinical psychologist (PhD or Psy.D.).

3.2.31. The responsibilities of the Chief Psychologist will include, but are not limited to:

- 3.2.31.1. Administering and analyzing psychological test batteries and clinical assessment interviews with acute psychiatric in-patients in a timely fashion, including: cognitive assessment; personality and psychiatric diagnoses; and treatment and discharge planning.
- 3.2.31.2. Providing expert clinical consultation to psychiatrists, neurologists, treatment team, guardians, and aftercare agencies, as well as at judicial hearings.
- 3.2.31.3. Working closely with psychiatric providers and as needed, other team members, demonstrating excellent communication and collaboration to promote high quality patient care.
- 3.2.31.4. Determining and providing psychological treatment including but not limited to: crisis intervention; individual, behavioral and group therapy; cognitive training to acute psychiatric in-patients with severe impairment; and family counseling when indicated.
- 3.2.31.5. Consulting with nursing and other staff about management of difficult patients.
- 3.2.31.6. Participating in and suggesting Psychology quality assurance audits and clinical program evaluation efforts.



3.2.32. **Psychologist**

The selected Vendor will provide one (1) full-time Psychologist at NHH. The Psychologist will be a clinical psychologist (PhD or Psy.D.).

3.2.33. The responsibilities of the Psychologist will include, but are not limited to:

- 3.2.33.1. Administering and analyzing psychological test batteries and clinical assessment interviews, including, but not limited to: cognitive assessments, personality and psychiatric diagnoses, and treatment and discharge planning.
- 3.2.33.2. Determining and providing psychological treatment.
- 3.2.33.3. Completing progress notes and other documentation.

3.2.34. **Forensic Psychologist**

The selected Vendor will provide a minimum of one (1) full-time Forensic Psychologist at NHH to assist with serving patients deemed not guilty by reasons of insanity, incompetent to stand trial, or other civilly committed patients whom require inpatient psychiatric treatment. The patient-to-provider ratio for the Forensic Psychologist must not exceed 24:1 at NHH³. The Forensic Psychologist will:

- 3.2.34.1. Be a clinical psychologist (PhD or Psy.D.);
- 3.2.34.2. Have significant clinical experience in forensic psychology; and
- 3.2.34.3. Have a certification in forensic psychology (preferred).

3.2.35. **Administrative Staff**

- 3.2.35.1. Vendors may propose Administrative Staff to provide administrative support at NHH to clinical staff provided under the resulting contract. Tasks may include, but are not limited to:
 - 3.2.35.1.1. Scheduling meetings or appointments;
 - 3.2.35.1.2. Supporting development of staffing schedules;
 - 3.2.35.1.3. Data entry; and
 - 3.2.35.1.4. Other administrative tasks as needed.
- 3.2.35.2. Administrative Staff are optional. If proposing Administrative Staff, Vendors must indicate the number of full-time equivalent Administrative Staff in the Appendix E, Staffing List, and include a job description for each proposed Administrative Staff position.

³ For the purposes of this RFP, Vendors should assume a daily patient volume of 24 individuals to calculate this patient-to-provider ratio.



3.2.36. NEW HAMPSHIRE FORENSIC HOSPITAL (NHFH)

Upon the completion of the NHFH, the selected Vendor must provide staffing outlined below at the Department's direction. The completion date for the NHFH is only an estimate and does not guarantee the completion within the term of the resulting contract. The Department reserves the right, at its discretion, to retain other vendors to provide any of the services for the planned NHFH.

3.2.36.1. Forensic Psychiatrists

The selected Vendor will provide a minimum of two (2) full-time equivalent Forensic Psychiatrists to provide services at NHFH. The Forensic Psychiatrists are anticipated to begin in State Fiscal Year 2023. All Forensic Psychiatrists will:

- 3.2.36.1.1. Have appropriate experience in the specialty in which they are boarded or board eligible; and
- 3.2.36.1.2. Have completed an ACGME approved residency program in psychiatry.

3.2.36.2. Forensic Psychiatrists will be responsible for:

- 3.2.36.2.1. Formulating and implementing treatment plans and clinical services, in cooperation with treatment teams, for the diagnosis, assessment, treatment, care and management of patients;
- 3.2.36.2.2. Maintaining and directing a clinically appropriate treatment plan for assigned cases in concert with the multidisciplinary staff consistent with NHH and NHFH norms;
- 3.2.36.2.3. Determining, consistent with RSA 135-C, the appropriateness of admissions, transfers and discharges;
- 3.2.36.2.4. Participating in the Medical Staff Organization and other administrative committees at NHH and/or NHFH, assigned committees and task forces;
- 3.2.36.2.5. Completing medical and/or psychiatric consultation on patients from facilities other than NHFH, consistent with NHH and NHFH policy;
- 3.2.36.2.6. Completing in a timely manner all necessary documentation as required by TJC and CMS standards;
- 3.2.36.2.7. Completing Occurrence Reports in compliance with NHH and NHFH policy;



- 3.2.36.2.8. Completing all medical record documentation, including ongoing and timely documentation of clinical care regarding medical necessity, including daily progress notes to document and support medical necessity, within timeframes as specified by the NHH and NHHF Medical Record Documentation policy and procedure and other relevant policies and procedures.
 - 3.2.36.2.9. Ensuring that documentation is consistent with normative data collected by the Compliance Officer and Utilization Review Manager;
 - 3.2.36.2.10. Providing other services as required, which are consistent with the mission of NHH and NHHF, and the intent of the resulting contract;
 - 3.2.36.2.11. Appearing and testifying in all court and administrative hearings as required by the Department;
 - 3.2.36.2.12. Developing and maintaining positive relationships with NHH and NHHF staff, patients, families, advocates, community providers and other interest groups vital to the functioning of NHH, NHHF and the Department's system of care, including for the purpose of transition planning. In accomplishing this requirement, psychiatrists will adhere to the standards set forth in NHH and NHHF's Customer Service Guidelines for Physicians;
 - 3.2.36.2.13. Meaningfully participating in utilization review processes, including appeals and other processes, as required by the Chief Medical Officer, Associate Medical Director, and/or CEO; and
 - 3.2.36.2.14. Participating in on-call afterhours coverage and serve as on-site, after-hours coverage, on a 24-hour a day, 7-day a week, year round basis when necessary as determined by the CEO, Chief Medical Officer, and/or Associate Medical Director.
- 3.2.36.3. Forensic Psychiatrists may also be required to participate in on-call, after-hours coverage for NHH, as needed.
 - 3.2.36.4. All Forensic Psychiatrists will provide services on a full-time basis as defined in Paragraph 3.1.3 above and limit their practice to treating NHHF or NHH patients only.
 - 3.2.36.5. Notwithstanding the above, Forensic Psychiatrists serving under the resulting contract may perform occasional outside practice duties, with the advance written approval of the CEO and Chief Medical



Officer, but only if said duties do not, in the sole judgment of the CEO, interfere with the psychiatrists' duties at NHFH.

- 3.2.36.6. The Forensic Psychiatrists will participate in on-call, after-hours coverage above the 40-hour week to ensure on-call psychiatrist services are provided 24 hours per day, 7 days per week. For this reason, the selected Vendor will provide reports summarizing full-time equivalent staffing for each invoicing period.

3.2.36.7. Forensic Psychologists

The selected Vendor will provide a minimum of two (2) full-time equivalent Forensic Psychologist at NHH to aid in serving patients deemed not guilty by reasons of insanity, incompetent to stand trial, or other civilly committed patients whom require inpatient psychiatric treatment as follows:

- 3.2.36.7.1. One (1) Forensic Psychologist to provide services beginning in State Fiscal Year 2022, including, but not limited to:

- a. Aiding in the design and operational planning for NHFH;
- b. Developing workflows and policies for NHFH;
- c. Assist in ensuring regulatory readiness for NHFH;
- d. Supporting TJC accreditation process for NHFH; and
- e. Upon commencement of services at NHFH, serving patients deemed not guilty by reasons of insanity, incompetent to stand trial, or other civilly committed patients whom require inpatient psychiatric treatment.

- 3.2.36.7.2. One (1) Forensic Psychologist to provide services to patients beginning in State Fiscal Year 2023.

3.2.36.8. Forensic Psychologists will:

- 3.2.36.8.1. Be a clinical psychologist (PhD or Psy.D.);
- 3.2.36.8.2. Have significant clinical experience in forensic psychology; and
- 3.2.36.8.3. Have a certification in forensic psychology (preferred).

- 3.2.36.9. The patient-to-provider ratio for the Forensic Psychologists will not exceed 12:1 at NHFH.



3.2.36.10. **Behavioral Analyst**

The selected Vendor will provide a minimum of one (1) full-time equivalent Behavioral Analyst to provide services to NHFH beginning in State Fiscal Year 2023. The responsibilities of the Behavioral Analyst will include, but are not limited to:

- 3.2.36.10.1. Coordinating and providing services in applied behavioral analysis, function analyses and assessment, behavior acquisition and reduction procedures, and adaptive life skills.
- 3.2.36.10.2. Providing ongoing support to clinical staff as it relates to the implementation and documentation associated with behavior plans.
- 3.2.36.10.3. Assisting in the development and implementation of assessment tools, conducting functional assessments and analyses when appropriate, and developing appropriate behavior strategies to teach appropriate behavior and reduce maladaptive behaviors.
- 3.2.36.10.4. Providing ongoing support and training to direct care professionals, clinical staff and other individuals, including, but not limited to, patients' guardians, as needed.

3.2.36.11. **Administrative Staff**

Vendors may propose Administrative Staff to provide administrative support at NHFH to clinical staff provided under the resulting contract. Tasks may include, but are not limited to:

- 3.2.36.11.1. Scheduling meetings or appointments;
 - 3.2.36.11.2. Supporting development of staffing schedules;
 - 3.2.36.11.3. Data entry; and
 - 3.2.36.11.4. Other administrative tasks as needed.
- 3.2.36.12. Administrative Staff are optional. If proposing Administrative Staff, Vendors must indicate the number of full-time equivalent Administrative Staff in the Appendix E, Staffing List, and include a job description for each proposed Administrative Staff position.

3.2.37. **GLENCLIFF HOME**

3.2.37.1. **Medical Director**



The selected Vendor will provide one (1) part-time Geropsychiatrist to serve as the Medical Director for two (2) days per week (sixteen (16) hours per week) at Glenclyff Home.

3.2.37.2. The Medical Director will:

- 3.2.37.2.1. Coordinate all medical care and direct psychiatric services, treatment and associated follow-up to all residents of Glenclyff Home;
- 3.2.37.2.2. Complete and appropriately document care for all individuals requiring care, as identified by Glenclyff Home clinical and nursing staff.
- 3.2.37.2.3. Provide administrative functions, including but not limited to policy review and establishment that reflect current standards of practice; oversight of physicians; attendance at mandatory committee meetings, including but not limited to quality assurance and performance improvement (QAPI), infection control, and admissions; regularly review the use of psychotropic medications for compliance with the Omnibus Budget Reconciliation Act (OBRA) regulations; and the provision of other assistance in meeting standards for annual State inspections and Federal regulations;
- 3.2.37.2.4. Prepare for and deliver expert testimony in probate court, as needed, on matters that may include, but are not limited to, guardianship cases, electroconvulsive therapy, and do not resuscitate orders. The Medical Director will travel as needed to deliver said testimony in probate court.
- 3.2.37.2.5. Provide written patient evaluations on each patient as frequently as required by the Department but in no case less than once per calendar year; and
- 3.2.37.2.6. Serve as liaison with other organizations, including, but not limited to NHH, when a Glenclyff Home resident is receiving services at another healthcare institution.

3.2.37.3. The selected Vendor will ensure routine or emergency telephone consultation is provided by the Medical Director or an equally qualified physician at no additional cost, twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year, to Glenclyff Home.

3.2.38. Service Area #1 - Additional Requirements



- 3.2.38.1. The selected Vendor will ensure that, prior to commencing practice, all Psychiatrists are licensed to practice medicine in the State of New Hampshire, as well as boarded in their particular specialty or are board eligible, and will commence the privileging process of the Medical Staff Organization of NHH and NHHF as authorized by its by-laws. Such licenses and clinical privileges must be maintained throughout the term of the resulting contract.
- 3.2.38.2. The selected Vendor will ensure that all clinical personnel maintain appropriate licensure/certification relevant to the practice of their clinical disciplines.
- 3.2.38.3. The Department will provide staff provided by the selected Vendor with adequate facilities, including, but not be limited to, office space, equipment, and furnishings, and sufficient space to accomplish education and training.
- 3.2.38.4. The selected Vendor will ensure all staff provided under the resulting contract execute their duties consistent with RSA Chapter 135-C, any applicable administrative rules, the by-laws of the NHH and NHHF's Medical Staff Organization, TJC, Centers for Medicare and Medicaid Services (CMS), and in accordance with generally accepted medical standards and practices.
- 3.2.39. **Service Area #1 - Additional Requirements – NHH and NHHF only**
 - 3.2.39.1. The selected Vendor will ensure inter-disciplinary case reviews are completed on 100% of patients who are clinically stable for greater than fifteen (15) days and still admitted to NHH and NHHF.
 - 3.2.39.2. The selected Vendor will ensure that staffing provided under the resulting contract is maintained at a level that ensures no impact on the number of NHH and NHHF beds available and that NHH and NHHF units will not stop admissions due to the lack of coverage for staff provided by the selected Vendor.
 - 3.2.39.3. The selected Vendor will provide on-call and on-site after-hours coverage above the 40-hour week to ensure psychiatrist-on-call services are available 24 hours per day, 7 days per week, year-round.
 - 3.2.39.3.1. The selected Vendor will ensure that on-call after-hours coverage is provided by no less than one (1) full-time Psychiatrist. Additional personnel who provide coverage may be either a Psychiatrist or a Psychiatric APRN. Coverage will be assigned in one-week increments in rotation among the full-time New Hampshire Hospital psychiatric staff.
 - 3.2.39.3.2. The on-site after-hours coverage on weekdays, weekends and holidays will be provided by a



Psychiatrist or Psychiatric Advanced Practice Registered Nurse (APRN). The staff will be certified or eligible for certification by the American Board of Psychiatry and Neurology, or, is in training in an accredited psychiatry residency program with at least three years of training experience, or is credentialed as a Psychiatric APRN through the American Nurse Credentialing Center or equivalent credentialing body.

3.2.39.3.3. The selected Vendor will maintain a pool of Psychiatrists or Psychiatric APRNs, or a combination thereof, who are credentialed with NHH and NHFH for the after-hours work, and the after-hours staff will be assigned to in-house after-hours coverage by the Chief Medical Officer or Associate Medical Officer with a six (6) month rolling calendar. The pool will be of sufficient size and appropriate qualifications to ensure the selected Vendor's ability to meet the staffing level requirements and performance standards specified herein.

3.2.39.4. At the request of the CEO, staff provided by the selected Vendor will provide tele-psychiatry or offsite consultation. The selected Vendor will ensure staff who conduct tele-psychiatry have professional malpractice insurance in effect, in an amount satisfactory to the Department, and meet all credentialing and provider enrollment guidelines pertinent to providing tele-health services.

3.2.40. Service Area #1 - Performance Standards and Outcomes – NHH and NHFH only

The Department will utilize performance standards and outcomes to monitor the selected Vendor's performance as follows:

3.2.40.1. Within forty-five (45) days of the assignment of the Chief Medical Officer, and annually thereafter, the selected Vendor and CEO, in consultation with the Chief Medical Officer, will develop a list of performance metrics based upon the deliverables, functions and responsibilities of the Chief Medical Officer, subject to approval by the CEO. The performance metrics will be reviewed by the CEO on at least a quarterly basis with the Chief Medical Officer.

3.2.40.2. The selected Vendor will ensure the services provided by the Chief Medical Officer are satisfactory to the Department. As part of this responsibility, the selected Vendor will, no less than annually and more frequently if required by the Department, provide an evaluation tool to solicit input from the CEO regarding the Chief Medical Officer's provision of services under the resulting contract.



- 3.2.40.3. The selected Vendor will develop a corrective action plan to address any concerns raised by the CEO in the evaluation tool, and provide a copy of such plan to the CEO for review. If the CEO disagrees with the selected Vendor's proposed resolutions within the corrective action plan, the dispute will be referred to the Department.
- 3.2.40.4. The selected Vendor will maintain staffing levels at all times to mitigate any impact on the number of beds available and interrupted admissions due to the lack of staffing coverage.
- 3.2.41. **Service Area #1 - Key Performance Indicators – NHH and NHHF only**
 - The selected Vendor will ensure providers at NHH and NHHF comply with the following Key Performance Indicators:
 - 3.2.41.1. Psychiatric Progress Notes
 - a. Completed daily on patients who are certified as acute inpatient level of care.
 - b. Completed within 24 hours of seeing a patient.
 - c. Completed not less than five (5) times per week on patients who are no longer acute level of care.
 - d. Content as it pertains to CMS local coverage determinations for NHH, NHHF and each facility's policies.
 - 3.2.41.2. Patient Length of Stay
 - a. Evaluation through data collection and case review of active treatment during patient stay.
 - 3.2.41.3. CMS Certification Guidelines
 - a. Certifications and/or re-certification conducted in accordance to required CMS and NHH and NHHF timeframes.
 - b. Assigned certification status is clearly supported in psychiatric progress notes.
 - 3.2.41.4. Standardized Process
 - a. Compliance with all existing and future standardized work processes with the goal of reducing variation in care.
 - b. Individual metrics will be developed based on the target outcomes of the standardized work.
 - 3.2.41.5. Treatment Plans
 - a. Provider specific portions of treatment plans shall be completed within 24 hours of admission.
 - b. Performance measured by random monthly audits which



are provided to the Chief Medical Officer and CEO.

3.2.41.6. Annual Reviews

- a. Annual reviews are documented on all staff provided by the selected Vendor by the Chief Medical Officer or designee. Performance evaluation will be in compliance with professional standards for evaluations per CMS and TJC guidelines.

3.2.42. **Service Area #1 - Quality Assurance and Monitoring Plan – NHH and NHHF only**

3.2.42.1. The selected Vendor will submit a Quality Assurance and Monitoring Plan, subject to approval, and/or modification as required by the Department. The Quality Assurance and Monitoring Plan will address at a minimum:

- 3.2.42.1.1. Ensuring adequate staffing to operate NHH and NHHF beds at full utilization;
- 3.2.42.1.2. Ensuring selected Vendor's staff receive necessary supervision and training to perform the assigned tasks;
- 3.2.42.1.3. Ensuring patients receive care consistent with evidence-based care; and
- 3.2.42.1.4. Creating and implementing the highest standard practices to protect the safety of patients, staff, and visitors.

3.2.42.2. The Chief Medical Officer will be responsible for monitoring progress toward the stated goals in the Quality Assurance and Monitoring Plan and providing reports to the CEO and selected Vendor at minimum on a quarterly basis. The Chief Medical Officer will meet with the CEO and selected Vendor at minimum on a quarterly to review progress toward Quality Assurance and Monitoring Plan goals, as well as Key Performance Indicators specified in Subsection 3.2.41 above.

3.2.42.3. The selected Vendor will oversee the performance of the Chief Medical Officer toward these Quality Assurance and Monitoring goals.

3.2.42.4. In consultation with the CEO, the selected Vendor will review and revise the Quality Assurance and Monitoring Plan at minimum on an annual basis, or as otherwise requested by the Department.

3.2.43. **Service Area #1 – Reporting Requirements**

3.2.43.1. In addition to other reports as agreed to by the Department and the selected Vendor, the selected Vendor will submit a written report on an annual basis to the Department that describes the services



rendered by the clinical staff provided under the resulting contract, as well as the selected Vendor's performance pursuant to the requirements of resulting contract during the preceding contract year.

- 3.2.43.2. On a quarterly basis, or as otherwise more frequently required by the United States Department of Health and Human Services regulations and/or the Department, the selected Vendor will submit a written report, in a form specified by the Department, to the Department documenting the services provided by the selected Vendor's staff with sufficient detail to satisfy the reporting requirements of Medicare, Medicaid, and other third-party providers.



3.3. Service Area #2 – Requirements - Non-emergent medical care for adults admitted to New Hampshire Hospital and New Hampshire Forensic Hospital

The following table outlines the anticipated FTE and/or patient-to-provider ratio limits for minimum required staffing positions to be provided by selected Vendor for Service Area #2:

Position Title	Minimum FTE
a. General Medical Director	1.0 FTE
b. General Internist/Hospitalist	1.0 FTE
c. Nurse Practitioner	1.0 FTE
d. Administrative Staff	Optional

3.3.1. General Medical Director

The selected Vendor will provide one (1) full-time physician to serve as the General Medical Director at NHH. The General Medical Director will be physically present at NHH a minimum of forty (40) hours per week and oversee all clinical staff in Service Area #2 referenced herein.

3.3.2. The General Medical Director will be responsible for the duties and requirements outlined below for NHHF upon commencement of patient services at NHHF.

3.3.3. The General Medical Director will be a primary care or internal medicine physician who has completed residency with at least three (3) years of experience in supervising primary care clinicians. A board certification in a primary care field is preferred.

3.3.4. The General Medical Director will also be responsible for:

3.3.4.1. Providing consultation for infection prevention and infection control practices and protocols;

3.3.4.2. Assuming a leadership role in maintaining and improving medical standards of care for patients; and

3.3.4.3. Educating staff in the appropriate application of evidence based practices and protocols for medical care.

3.3.5. General Internist/Hospitalist

The selected Vendor will provide one (1) full-time equivalent General Internist/Hospitalist. The General Internist/Hospitalist will be a primary care or internal medicine physician who has completed residency with at least three (3) years of experience. A board certification in a primary care field is preferred.



3.3.6. The General Internist/Hospitalist will be responsible for:

- 3.3.6.1. Providing general medical care to patients at NHH.
- 3.3.6.2. Consulting with specialists across the state on improving medical comorbidities for patients at NHH.
- 3.3.6.3. Coordinating care with local community hospitals, ensuring patients receive hospital-level medical care, if needed, outside of NHH.
- 3.3.6.4. Assisting and participating in various hospital-wide initiatives, including, but not limited to, vaccination clinics, medical testing events, and other functions that may result from a pandemic, or other public health related event.

3.3.7. **Nurse Practitioner**

The selected Vendor will provide one (1) full-time equivalent Nurse Practitioner to complete primary, acute, and specialty healthcare services.

- 3.3.8. The Nurse Practitioner will be responsible for assessing, diagnosing, and providing patients with psychotherapy. Nurse Practitioners will treat patients with diagnosed disorders along with medical comorbidities that require attention during their admission.
- 3.3.9. The Nurse Practitioner will have completed a board certification competency-based examination, with credentials that remain valid for five (5) years, and will complete specific continuing education requirements to renew specialty certifications as needed.
- 3.3.10. The Nurse Practitioner will be responsible for:
 - 3.3.10.1. Consulting with specialists across the state on improving medical comorbidities for patients at NHH and NHFH.
 - 3.3.10.2. Coordinating care with local community hospitals, ensuring patients receive hospital-level medical care, if needed, outside of NHH and NHFH.
 - 3.3.10.3. Assisting and participating in various hospital-wide initiatives, such as vaccination clinics, medical testing events, and other functions that may result from a pandemic, or other public health related event.

3.3.11. **Administrative Staff**

Vendors may propose Administrative Staff to provide administrative support at NHH to clinical staff provided under the resulting contract. Tasks may include, but are not limited to:

- 3.3.11.1. Scheduling meetings or appointments;



- 3.3.11.2. Supporting development of staffing schedules;
 - 3.3.11.3. Data entry; and
 - 3.3.11.4. Other administrative tasks as needed.
- 3.3.12. Administrative Staff are optional. If proposing Administrative Staff, Vendors must indicate the number of full-time equivalent Administrative Staff in the Appendix E, Staffing List, and include a job description for each proposed Administrative Staff position.

3.3.13. Service Area #2 – Additional Requirements

- 3.3.13.1. The selected Vendor will ensure:
 - 3.3.13.1.1. All non-urgent medical consult requests are acted upon within 24 hours of a consult request being made.
 - 3.3.13.1.2. All urgent and/or emergent medical consult requests are acted upon within one (1) hour of a consult request being made.
 - 3.3.13.1.3. A history and physical is completed for all patients within 24 hours of admission.
 - 3.3.13.1.4. For all patients with a length of stay (LOS) greater than 30 days at NHH, a history and physical is completed every 30 days thereafter.
 - 3.3.13.1.5. Provider staff provide on-call, after-hours coverage above the 40-hour week to ensure on-call physician services are available 24 hours per day, 7 days per week.

3.3.14. Service Area #2 - Performance Standards and Outcomes

- 3.3.14.1. The selected Vendor will maintain staffing levels at all times to mitigate any impact on the number of beds available and interrupted admissions due to the lack of staffing coverage.

3.3.15. Key Performance Indicators

The selected Vendor will ensure providers comply with the following Key Performance Indicators:

- 3.3.15.1. Progress Notes
 - a. Completed within 24 hours of seeing a patient.
 - b. Content as it pertains to CMS local coverage determinations for NHH and their associates' policies.
- 3.3.15.2. Standardized Process



- a. Compliance with all existing and future standardized work processes with the goal of reducing variation in care.
- b. Individual metrics will be developed based on the target outcomes of the standardized work.

3.3.15.3. Treatment Plans

- a. Provider specific portions of treatment plans shall be completed within 24 hours of admission.
- b. Performance measured by random monthly audits which are provided to the Utilization Management Committee.

3.3.15.4. Annual Reviews

- a. Annual reviews are documented on all staff provided by the selected Vendor. Performance evaluations will be in compliance with professional standards for evaluations per CMS and TJC guidelines.

3.3.15.5. Upon request by the Department, the selected Vendor will identify additional performance metrics, develop performance goals, establish monitoring processes and engage in collaborative performance evaluation processes for Service Area #2.

3.3.16. Service Area #2 - Quality Assurance and Monitoring Plan

3.3.16.1. The selected Vendor will submit a Quality Assurance and Monitoring Plan, subject to approval, and/or modification as required by the Department. The Quality Assurance and Monitoring Plan will address at a minimum:

- 3.3.16.1.1. Ensuring adequate staffing to operate NHH and NHHF beds at full utilization;
- 3.3.16.1.2. Ensuring the selected Vendor's staff receive necessary supervision and training to perform the assigned tasks;
- 3.3.16.1.3. Ensuring that patients receive care consistent with evidence-based care; and
- 3.3.16.1.4. Creating and implementing the highest standard practices to protect the safety of patients, staff, and visitors.

3.3.16.2. The General Medical Director will be responsible for monitoring progress toward the stated goals in the Quality Assurance and Monitoring Plan and providing reports to the CEO and a representative of the selected Vendor at minimum on a quarterly basis. The General Medical Director will meet with the CEO and selected Vendor at minimum on a quarterly basis to review progress toward Quality Assurance and Monitoring Plan goals, as



well as Key Performance Indicators specified in Subsection 3.3.15 above.

3.3.16.3. The selected Vendor will oversee the performance of the General Medical Director toward these Quality Assurance and Monitoring goals.

3.3.16.4. In consultant with the CEO, the selected Vendor will review and revise the Quality Assurance and Monitoring Plan at minimum on an annual basis, or as otherwise requested by the Department.

3.3.17. Service Area #2 – Reporting Requirements

3.3.17.1. In addition to other reports as agreed to by the Department and the selected Vendor, the selected Vendor will submit a written report on an annual basis to the Department that describes the services provided by the General Medical Director and clinical staff, as well as the selected Vendor's performance pursuant to the resulting contract during the preceding contract year.

3.3.17.2. On an annual basis, the Department will submit to the selected Vendor a written report with the Department's evaluation of the selected Vendor's performance pursuant to the resulting contract during the preceding year.

3.3.17.3. On a quarterly basis, or as otherwise more frequently required by the United States Department of Health and Human Services regulations and/or the Department, the selected Vendor will submit a written report, in a form specified by the Department, to the Department documenting the services provided by the selected Vendor's staff with sufficient detail to satisfy the reporting requirements of Medicare, Medicaid, and other third-party providers.

3.4. Additional Requirements – All Service Areas

3.4.1. The selected Vendor(s) will ensure all assignments for all staffing positions under the resulting contract(s) are covered on a daily basis, and, if providing staff to NHH and NHFH, will be responsible for reporting out on staffing assignments during daily safety huddles at NHH and NHFH.

3.4.2. The selected Vendor(s) will ensure all staffing positions provided are continuously filled or in active recruitment. The selected Vendor(s) will provide the appropriate Department designee with monthly updates on the recruitment process for all unfilled positions.

3.4.3. The selected Vendor(s) will be solely responsible for providing, at no additional cost to the Department, qualified, sufficient staff coverage to fill any gap in coverage during any anticipated leave time, including sick leave, lasting more than three (3) consecutive days unless otherwise agreed upon on a case-by-case basis by the CEO, and for providing



appropriate transition between staff covering for those on leave. Qualified sufficient staff coverage will mean personnel who meet or exceed the qualifications of the vacating staff member.

- 3.4.4. The selected Vendor(s) will track and report staffing levels by Full-Time Equivalent (FTE) units on a monthly basis to the Department. The selected Vendor(s) will not be required to provide hourly timecards for clinical staff. The selected Vendor(s) will provide hourly timecards for non-clinical staff that summarize hours worked for each invoicing period.
- 3.4.5. The selected Vendor will ensure the care needs of patients are fully addressed by modifying the number of hours per week worked by FTE and/or Part-Time FTE staff, as requested by the Department. The selected Vendor(s) will ensure Part-Time FTE staff work the appropriate number of hours in accordance with FTE allocation specified in the resulting contract(s).
- 3.4.6. In the event of a healthcare system emergency, including but not limited to a local epidemic, pandemic, facility closures, or mass-quarantine in which additional staffing or resources are required due to a surge of individuals requiring services, the selected Vendor(s) may also be required to adjust the total number of staff, both full-time and part-time, to fully address the care needs of patients.
- 3.4.7. All personnel provided by the selected Vendor(s) will be subject to approval by the Department prior to notifying candidates of assignment or hire. The Department will inform the selected Vendor(s) of any applicable Department designee for this purpose per Service Area or position.
- 3.4.8. The Department, at its sole discretion, may rescind, either permanently or temporarily, its approval of any Vendor personnel providing any services for any of the following reasons:
 - 3.4.8.1. Suspension, revocation or other loss of a required license, certification or other contractual requirement to perform such services under the contract;
 - 3.4.8.2. Provision of unsatisfactory service based on malfeasance, misfeasance, insubordination or failure to satisfactorily provide required services;
 - 3.4.8.3. Arrest or conviction of any felony, misdemeanor, or drug or alcohol related offense;
 - 3.4.8.4. Abolition of the role due to a change in organizational structure, lack of sufficient funds or like reasons; or
 - 3.4.8.5. Any other reason that includes, but is not limited to: misconduct; violation of Department policy; violation of state or federal laws and regulations pertaining to the applicable Department service area; or a determination made by the



Department that the individual presents a risk to the health and safety of any staff member or any individual served by the Department.

- 3.4.9. In the event of such rescission, the Department will, to the extent possible, provide the selected Vendor(s) with reasonable advanced notice and the applicable reason. The selected Vendor(s) will ensure the applicable staff member(s) are prohibited from providing services for the period of time that the Department exercises this right. No additional payments will be paid by the State for any staff removed from duty by the Department for any reason. Additionally, the selected Vendor(s):
- 3.4.9.1. Will provide replacement personnel who will meet all of the applicable requirements under the contract, including but not limited to being subject to Department approval specified in 3.4.7.;
 - 3.4.9.2. Will be responsible for providing transition services to the applicable Service Area to avoid the interruption of services and administrative responsibilities at no additional cost to the Department;
 - 3.4.9.3. Will furnish within ten (10) business days replacement staff who meet all of the requirements for the applicable position under the resulting contract(s) if the duration of a temporarily rescinded approval is greater than seven (7) calendar days. The selected Vendor(s) will be informed by the Department the anticipated duration for which approval will remain rescinded. The selected Vendor(s) will be responsible for providing, at no additional cost to the Department, transition services to the Department to avoid service interruption;
 - 3.4.9.4. May, at the sole discretion of the selected Vendor(s), initiate any internal personnel actions against its own employees. However, nothing herein will prohibit the selected Vendor(s) from seeking information from the Department regarding the Department's decision, unless such information is otherwise restricted from disclosure by the Department based on internal Department policies or rules, State of New Hampshire personnel policies, rules, collective bargaining agreements, or other state or federal laws.
- 3.4.10. The selected Vendor(s) will ensure that, prior to providing the applicable services for the applicable Department service area or facility, all required licenses, certifications, privileges, or other specified minimum qualifications are met for all staff, and where applicable, are maintained throughout the provision of services for the full term of the contract. The selected Vendor(s) will provide the applicable Department designee with a copy of all such documents. The selected Vendor(s) will not hold the



Department financially liable for any fees or costs for any licenses, certifications or renewal of same, nor for any fees or costs incurred for providing copies of said licenses or certifications.

- 3.4.11. In addition to any approvals required by the selected Vendor(s) for employees, the selected Vendor(s) will ensure staff provide timely, prior notification to the applicable Department designee for any anticipated leave time, unless otherwise stated herein for a specific position or service area. The selected Vendor(s) will ensure that all staff provided under the resulting contract(s) have a standard amount of vacation and sick time, subject to the normal and customary employee benefits and policies of the selected Vendor(s). However, the selected Vendor(s) will ensure staff abide by the State holiday schedule.
- 3.4.12. The selected Vendor(s) will ensure annual performance reviews are completed for all staff provided under the resulting contract(s). The selected Vendor(s) will incorporate feedback from the applicable Department designee for such reviews. The selected Vendor(s) will ensure that goal development is responsive to the evolving needs of the Department over the course of the contract period.
- 3.4.13. The selected Vendor(s) will be responsible for managing all employee relations and performance management issues for the staff provided under the resulting contract(s), in accordance with the selected Vendor(s) policies and procedures, Medical Service Organization (MSO) by-laws, and applicable NHH, NHHF, Glenclyff Home, and/or State of New Hampshire policies.
- 3.4.14. Prior to commencing work, the selected Vendor(s) will ensure all personnel provided under the resulting contract(s) undergo the following criminal background, registry, screening and medical examinations:
 - 3.4.15. Criminal Background (including New Hampshire criminal background)
 - 3.4.16. Bureau of Elderly and Adult Services State Registry
 - 3.4.17. Division for Children, Youth and Families Central Registry
 - 3.4.18. Health assessment, including:
 - 3.4.18.1. Tuberculosis screening (within the past 12 months)
 - 3.4.18.2. Hepatitis B vaccination
 - 3.4.18.3. Influenza vaccination (within the past 12 months)
 - 3.4.18.4. Measles, mumps, and rubella vaccination
 - 3.4.18.5. Tetanus, diphtheria, and pertussis vaccination
 - 3.4.18.6. Varicella vaccination



3.4.18.7. Physical capacity examination

- 3.4.19. The selected Vendor(s) will ensure that the criminal background, registry, screening and medical examinations above are kept current as required and in accordance with the Department's confidentiality policy; the Department will receive copies of all required documentation prior to the commencement of services and will not be responsible for any costs incurred in obtaining the documentation.
- 3.4.20. The selected Vendor(s) will not utilize any personnel, including Subcontractors, to fulfill the obligations of the resulting contract(s) who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty. The selected Vendor(s) will initiate a criminal background check re-investigation of all personnel provided under the resulting contract(s) every five (5) years. The five year period will be based on the date of the last criminal background check conducted by the selected Vendor(s) or their agents.

3.4.21. **Billing and Reporting**

- 3.4.21.1. The selected Vendor(s) will provide monthly staff reports to the Department to sufficiently document actual staffing levels and services rendered. Monthly staff reports will include the following:
 - 3.4.21.1.1. Monthly staffing schedule;
 - 3.4.21.1.2. FTE by position in accordance with the resulting contract(s);
 - 3.4.21.1.3. Actual FTE worked within the monthly reporting period by clinical position; and
 - 3.4.21.1.4. Actual FTE allocated to sick time, leave time, or any other non-clinical time within the monthly reporting period by clinical position.
- 3.4.21.2. The selected Vendor(s) will provide the Department designees within each Service Area with detailed personnel listings for all staff performing services under the resulting contract(s) on an annual basis for each State Fiscal Year, or more frequently as required by the Department, to ensure the accuracy of information contained therein and proper cost allocation. The listings will include information for each Service Area that includes, but is not limited to: staff names; titles; and personnel costs (including salary costs, fringe benefit costs, and indirect rates). The listings will be in a format as determined and approved by the Department.



- 3.4.21.3. The selected Vendor(s) will automatically reduce invoices by the appropriate amount immediately upon a position becoming vacant and not being backfilled with a locum.
- 3.4.21.4. The selected Vendor(s) will ensure all providers/clinical staff are fully credentialed and enrolled with insurance carriers prior to beginning work.
- 3.4.21.5. If a Vendor is awarded a contract in more than one (1) Service Area, the selected Vendor will bill for each Service Area separately.
- 3.4.21.6. Vendors may propose an administrative rate to cover non-personnel and/or indirect costs incurred in meeting the objectives and requirements described herein.

3.4.22. State-Owned Devices, Systems and Network Usage

- 3.4.22.1. Personnel provided by the selected Vendor(s) must use a state-issued device, including, not limited to computers, tablets, or mobile telephones, in the fulfilling the requirements of the resulting contract(s). The selected Vendor(s) will ensure all personnel provided under the resulting contract(s):
 - 3.4.22.1.1. Use the information that they have permission to access solely for conducting official state business. All other use or access is strictly forbidden including, but not limited, to personal or other private and non-State use, and that at no time shall Vendor workforce or agents access or attempt to access information without having the express authority of the Department to do so;
 - 3.4.22.1.2. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 3.4.22.1.3. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the state. At all times the Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State can be used by the Contractor. Non-standard software shall not be installed on any equipment unless authorized by the Department's Information Security Office;



- 3.4.22.1.4. Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "state-funded email systems." The Vendor understands and agrees that use of email shall follow Department and State standard policies; and
- 3.4.22.1.5. Use the internet and/or Intranet for access to and distribution of information in direct support of the business of the State of New Hampshire according to policy. At no time should the internet be used for personal use.



3.5. Technical Proposal Responses

Vendors must provide detailed responses to the questions below by submitting a completed Appendix D, Technical Proposal Narrative, along with the required appendices and attachments, for each Service Area for which you are proposing to provide services.

1. Staffing and Recruitment (200 points)

- a. Provide a completed Appendix E, Staffing Plan. Provide the current hiring status, name of proposed candidates (if currently identified), estimated start date for position, full-time equivalent, and salary and fringe for each State Fiscal Year (July 1 – June 30).
 - i. For each position listed, include information in the applicable fields for any proposed candidates who are currently employed. For each position that does not currently have a proposed candidate identified, designate the position as “To Be Determined” and, provide an accounting for the estimated number of months required for recruitment.
 - ii. If proposing Administrative Staff (optional), include a job description, including anticipated responsibilities and duties, for each Administrative Staff position proposed.
- b. Provide a resume or curricula vitae for any proposed candidates who are currently employed or in the process of being hired by the vendor. Personal information, including addresses, telephone numbers, and email addresses, must be redacted.
- c. Describe in detail your recruitment process for any positions with no current proposed candidate, including:
 - i. Process and resources, including but not limited to professional publications and recruiters that you intend to utilize for recruitment.
 - ii. Experience in fulfilling similar requirements to other customers, which may include government entities.
 - iii. Process for researching and identifying qualified candidates for the staffing need.

2. Retention (50 points)

How will you retain staff to ensure appropriate staffing levels are maintained in a manner that ensures clients served experience consistency of care? Describe in detail the following:

- a. Retention data for similarly qualified individuals for the past five years.
- b. Methods for assessing employee satisfaction.



- c. Provide your proposed professional development plan for all levels of staff.

3. Employee Leave Policies and Practices (50 points)

How will you ensure staff leave does not negatively impact the fulfillment of contractual requirements including direct client services? Provide a copy of your current written leave policies.

4. Performance Monitoring (100 points)

How will you monitor employee performance and compliance of staff in all proposed positions? Describe in detail the following:

- a. Performance appraisal and development, including 1) the vendor's employee performance appraisal process and disciplinary process, including the process for implementing improvement plans for staff not meeting performance standards, and 2) processes to ensure personnel remain current with the highest standards of practice for a practitioner within the specialty, including becoming and maintaining status as a member in professional organizations; subscribing to and reading professional journals, and similar activities.
- b. Credential compliance, including the vendor's process for verifying and monitoring the compliance of personnel with ongoing licensing, certification, and other continuing education qualifications, including attending educational seminars.

5. Quality Assurance (150 points)

Provide a proposed quality assurance plan that describes how you will ensure performance standards and objectives are met. The plan should describe, at minimum:

- a. Services and activities that will be monitored;
- b. How monitoring will be conducted;
- c. Individuals who will conduct the monitoring, specifying the roles and responsibilities of staff and any other third party, if applicable;
- d. Department resources, if any, that will be requested for the monitoring process, and how the Department resources will be involved;
- e. Process for documenting monitoring efforts and results; and
- f. How the plan will be revisited and updated on a regular basis.

6. SERVICE AREA 1 ONLY – Patient-to-Provider Ratio (50 points)

The ratio of patients to providers Staff Psychiatrists and Psychiatric APRNs proposed by Vendors for Service Area 1 will be automatically calculated in Appendix E, Staffing List. Vendors will be awarded points based on the proposed patient-to-provider ratio as follows:



Patient to Provider Ratio	Points
≤ 8 Patients to 1.0 Provider	50 Points
9 Patients to 1.0 Provider	40 Points
10 Patients to 1.0 Provider	30 Points
11 Patients to 1 Provider	20 Points
12 Patients to 1 Provider	10 Points
>12 Patients to 1 Provider	0 Points

- a. Patient-to-provider ratios will be automatically rounded up or down to the nearest whole number.
- b. For the purposes of this RFP, Vendors should assume a daily patient volume of 184 individuals to calculate this patient-to-provider ratio.



3.6. Performance Measures

- 3.6.1. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 3.6.2. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.
- 3.6.3. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, Contractor(s) must collect and share data with the Department in a format specified by the Department.

3.7. Compliance

- 3.7.1. Contractor(s) must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 3.7.2. The selected Contractor must meet all information security and privacy requirements as set by the Department.
- 3.7.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 3.7.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 3.7.3.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 3.7.3.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records will include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.



- 3.7.3.4. Medical records on each patient/recipient of services.
- 3.7.3.5. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives will have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) will terminate, provided however, that if, upon review of the Final Expenditure Report the Department will disallow any expenses claimed by the Contractor as costs hereunder the Department will retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

3.7.4. Credits and Copyright Ownership

- 3.7.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract will include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of *Health and Human Services*."
- 3.7.4.2. All written, video and audio materials produced or purchased under the contract will have prior approval from the Department before printing, production, distribution or use.
- 3.7.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.7.4.3.1. Brochures.
 - 3.7.4.3.2. Resource directories.
 - 3.7.4.3.3. Protocols.
 - 3.7.4.3.4. Guidelines.
 - 3.7.4.3.5. Posters.
 - 3.7.4.3.6. Reports.



- 3.7.4.4. The selected Contractor(s) will not reproduce any materials produced under the contract without prior written approval from the Department.

3.7.5. Culturally and Linguistically Appropriate Services

- 3.7.5.1. The Department is committed to reducing health disparities in New Hampshire and recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, Department is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment, Department continuously strives to improve existing programs and services, and to bring them in line with current best practices.
- 3.7.5.2. The Department requires all Contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.
- 3.7.5.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing CLAS Section of the RFP, and, in the Vendor/RFP section of the Department's website.
- 3.7.5.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.



- 3.7.5.5. Contractors are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 3.7.5.6. Successful Contractors will be:
 - 3.7.5.6.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and
 - 3.7.5.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the Department's website.
- 3.7.5.7. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
 - 3.7.5.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
 - 3.7.5.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;
 - 3.7.5.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and
 - 3.7.5.7.4. The resources available to the organization to provide language assistance.
- 3.7.5.8. **Contractors are required to complete the TWO (2) steps listed in the Appendix C to this RFP, as part of their Proposal.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the



required factors will help inform Vendors' program design, which in turn, will allow Vendors to put forth the best possible Proposal.

- 3.7.5.9. For guidance on completing the two steps in Appendix C, please refer to Proposer's Reference for Completing the CLAS Section of the RFP, which is posted on the Department's website.
<http://www.dhhs.nh.gov/business/forms.htm>.

3.7.6. Audit Requirements

- 3.7.6.1. The Contractor must email an annual audit if **any** of the following conditions exist:

Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

- 3.7.6.2. If Condition A exists, the Contractor will submit an annual **single audit** performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 3.7.6.3. If Condition B or Condition C exists, the Contractor will submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 3.7.6.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 3.7.6.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor will be held liable for any state or federal



audit exceptions and will return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

3.8. Contract Monitoring Provisions

- 3.8.1. All Contractors must complete Appendix B, Contract Monitoring Provisions.
- 3.8.2. The Department will use Vendor responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Vendor is awarded a contract. The risk assessment will not be used to disqualify or score Proposals.

4. FINANCE

4.1. Financial Standards

- 4.1.1. The Department anticipates using General funds and Other funds (Provider Fees) for the resulting contract(s). The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award.

4.2. Cost Proposal

- 4.2.1. This is not a low cost award.
- 4.2.2. The costs provided in Appendix E, Staffing List, will be scored based on the following criteria:

Staffing Costs	
Score	Criteria
0-50	Proposed costs for each position are not within range of estimated wages necessary to recruit and retain qualified staff.
	Proposed fringe costs are not reasonable.
	Proposed administrative rate is not reasonable.
51-99	Proposed salaries for each position are somewhat within range of estimated wages necessary to recruit and retain qualified staff.
	Proposed fringe costs are somewhat reasonable.
	Proposed administrative rate is somewhat reasonable.
99-150	Proposed salaries for each position are within range of estimated wages necessary to recruit and retain qualified staff.



	Proposed fringe costs are reasonable.
	Proposed administrative rate is reasonable.

5. PROPOSAL EVALUATION

5.1. Selection

- 5.1.1. The Department will select a Vendor based upon the criteria and standards contained in this RFP and applying the points set forth below.

TECHNICAL PROPOSAL		
	Service Area #1	Service Area #2
1. Staffing and Recruitment	200 Points	200 Points
2. Retention	50 Points	50 Points
3. Employee Leave Policies and Practices	50 Points	50 Points
4. Performance Monitoring	100 Points	100 Points
5. Quality Assurance	150 Points	150 Points
6. Staffing Ratio (Service Area #1 only)	50 Points	N/A
Technical Proposal – Total Available Points	600 Points	550 Points

COST PROPOSAL		
	Service Area #1	Service Area #2
Cost Proposal – Total Available Points	150 Points	150 Points

	Service Area #1	Service Area #2
MAXIMUM POSSIBLE SCORE	750 Points	700 Points

6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

- 6.1.1. The sole point of contact, the Contract Specialist, relative to the proposal process for this RFP, from the RFP issue date until the selection of a Proposer, and approval of the resulting contract by the Governor and Executive Council is:



Robert Moore, Contract Specialist
Bureau of Contracts & Procurements
State of New Hampshire
Department of Health and Human Services
Email: robert.w.moore@dhhs.nh.gov

- 6.1.2. From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Department regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact listed in Section 6.1.1, herein. Department employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Contractor during the selection process, unless otherwise authorized by the RFP Sole Point of Contact. Proposers may be disqualified for violating this restriction on communications.

6.2. Procurement Timetable

<u>Procurement Timetable</u>		
(All times are according to Eastern Time. The Department reserves the right to modify these dates at its sole discretion.)		
Item	Action	Date
1.	Release RFP	July 30, 2021
2.	Letter of Intent Submission Deadline (optional)	August 11, 2021
3.	RFP Vendors Conference date (optional)	August 25, 2021
4.	RFP Questions Submission Deadline	August 27, 2021 11:59 PM
5.	Department Response to Questions Published	September 8, 2021
6.	Proposal Submission Deadline	September 29, 2021 11:59 PM

6.3. Letter of Intent

- 6.3.1. A Letter of Intent to submit a Proposal in response to this RFP is optional.
- 6.3.2. Receipt of the Letter of Intent by Department will be required to receive any correspondence regarding this RFP; any RFP amendments, in the event such are produced; or any further materials on this project, including electronic files containing tables required for response to this RFP; any addenda; corrections; schedule modifications; or notifications regarding any informational meetings for Vendors; or responses to comments; or questions.



- 6.3.3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 6.1.
- 6.3.4. The Proposer is responsible for successful email transmission. The Letter of Intent must include the name, telephone number, mailing address and email address of the Vendor's designated contact. The Department will provide confirmation of receipt of the Letter of Intent if the name and email address of the person to receive such confirmation is provided by the Vendor.
- 6.3.5. Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this RFP before submitting a proposal.
- 6.3.6. Vendor must identify in the Letter of Intent the Service Area(s) for which they plan to submit a proposal.

6.4. Questions and Answers

6.4.1. Proposers' Questions

- 6.4.1.1. All questions about this RFP including, but not limited to, requests for clarification, additional information or any changes to the RFP must be made in writing, by email only, citing the RFP page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 6.1.
- 6.4.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 6.4.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 6.4.1.4. Questions must be received by the Department by the deadline given in Subsection 6.2, Procurement Timetable.

6.4.2. Vendors Conference

- 6.4.2.1. The Vendors Conference will be held virtually on Zoom on the date specified in Subsection 6.2, Procurement Timetable. The conference will serve as an opportunity for Vendors to ask specific questions of State staff concerning the technical requirements of the RFP.
- 6.4.2.2. Registration is required. Vendors, good faith potential vendors and their representatives interested in attending the Vendors Conference are encouraged to register for the Vendors Conference at: <https://nh->



dhhs.zoom.us/meeting/register/tJYufu6vrjosE9PB_kMmFT-AECW2W0-R8bhK

6.4.3. Department Answers

The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 6.2, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (<http://www.dhhs.nh.gov/business/rfp/index.htm>). Vendors will be sent an email to the contact identified in the Letters of Intent indicating that the Questions and Answers have been posted on the Department's website. This date may be subject to change at the Department's discretion.

6.5. Exceptions

- 6.5.1. The Department will require the successful Proposer to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the RFP Question Period in Subsection 6.2. Proposers may not request exceptions to the Scope of Services or any other sections of this RFP.
- 6.5.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.
- 6.5.3. If the Department accepts a Proposer's exception, the Department will, at the conclusion of the RFP Question Period, provide notice to all potential Contractors of the exceptions that have been accepted and indicate that exception is available to all potential Contractors by publication of the Department's answers on or about the date indicated in Subsection 6.2.
- 6.5.4. Any exceptions to the standard form contract and exhibits that are not raised by a Proposer during the RFP Question Period will not be considered. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this solicitation.

6.6. RFP Amendment

The Department reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Proposer questions. In the event of an amendment to the RFP, the Department, at its sole discretion, may extend the Proposal Submission Deadline. Proposers who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the Department's website.

6.7. Proposal Submission



- 6.7.1. Proposals must be submitted electronically to contracts@dhhs.nh.gov and the Contract Specialist at the email address specified in Subsection 6.1.
 - 6.7.1.1. The subject line must include the following information: RFP-2022-NHH-03-INPAT (email xx of xx).
 - 6.7.1.2. The maximum size of file attachments per email is 10 MB. Proposals with file attachments exceeding 10 MB must be submitted via multiple emails.
- 6.7.2. The Department must receive the Proposal by the time and date specified in the Procurement Timetable in Section 6 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 6.7.3. The Department will conduct an initial screening step to verify Proposer compliance with the submissions requirements of this RFP. The Department may waive or offer a limited opportunity for a Proposer to cure immaterial deviations from the RFP requirements if it is deemed to be in the best interest of the Department.
- 6.7.4. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of the Proposals will be at the Proposer's expense.

6.8. Non-Collusion

The Proposer's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other vendors and without effort to preclude the Department from obtaining the best possible competitive proposal.

6.9. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as a subcontractor subject to the terms of Appendix A, P-37 General Provisions and Standard Exhibits.

6.10. Validity of Proposals

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later.

6.11. Property of Department

All material property submitted and received in response to this RFP will become the property of the Department and will not be returned to the Proposer. The Department reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.



6.12. Proposal Withdrawal

Prior to the Proposal Submission Deadline specified in Subsection 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 6.1.

6.13. Public Disclosure

- 6.13.1. Pursuant to RSA 21-G:37, the content of responses to this RFP must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of Proposals, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFP, the Department will post the name, rank or score of each Proposer. The Proposer's disclosure or distribution of the contents of its Proposal, other than to the Department, will be grounds for disqualification at the Department's sole discretion.
- 6.13.2. The content of each Proposal and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a Proposal in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.
- 6.13.3. Insofar as a Proposer seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Proposer must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Proposal section the specific information the Vendor claims to be exempt from public disclosure pursuant to RSA 91-A:5. **The Proposer is strongly encouraged to provide a redacted copy of their Proposal.**
- 6.13.4. Each Proposer acknowledges that the Department is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The Department will maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event the Department receives a request for the information identified by a Proposer as confidential, the Department will notify the Proposer and specify the date the Department intends to release the requested information. Any effort to prohibit or enjoin the release of the information



will be the Proposer's responsibility and at the Proposer's sole expense. If the Proposer's fails to obtain a court order enjoining the disclosure, the Department may release the information on the date the Department specified in its notice to the Proposer without incurring any liability to the Proposer.

6.14. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the Department to award a contract. The Department reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new procurement process.

6.15. Liability

By submitting a Proposal in response to this RFP, a Proposer agrees that in no event will the Department be either responsible for or held liable for any costs incurred by a Proposer in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

6.16. Request for Additional Information or Materials

The Department may request any Proposer to provide additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Proposer with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance.

6.17. Oral Presentations and Discussions

The Department reserves the right to require some or all Proposers to make oral presentations of their Proposal. The purpose of the oral presentation is to clarify and expound upon information provided in the written Proposal. Proposers are prohibited from altering the original substance of their Proposals during the oral presentations. The Department will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation will be borne entirely by the Proposer.

6.18. Successful Proposer Notice and Contract Negotiations

- 6.18.1. If a Proposer is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Proposer(s), all submitted Proposals remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Proposer(s), the evaluation team may recommend another Proposer(s). The Department will not contact Proposer(s) that are not initially selected to enter into contract negotiations.

6.19. Scope of Award and Contract Award Notice

- 6.19.1. The Department reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals



in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.

- 6.19.2. If a contract is awarded, the Contractor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

6.20. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the Proposer's location or at any other location deemed appropriate by the Department, to determine the Proposer's capacity to satisfy the terms of this RFP. The Department may also require the Proposer to produce additional documents, records, or materials relevant to determining the Proposer's capacity to satisfy the terms of this RFP. Any and all costs associated with any site visit or requests for documents will be borne entirely by the Proposer.

6.21. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFP will be governed by RSA 21-G:37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G:37, IV, will be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

6.22. Contingency

Aspects of the award may be contingent upon changes to state or federal laws and regulations.

6.23. Ethical Requirements

From the time this RFP is published until a contract is awarded, no Proposer will offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Proposer that violates RSA 21-G:38 will be subject to prosecution for an offense under RSA 640:2. Any Proposer who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, will be disqualified from submitting an Proposal to this RFP, or similar request for submission and every such Proposer will be disqualified from submitting any Proposal or similar request for submission issued by any state agency. A Proposer that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which will note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, will be deleted from the list.



7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

- 7.1.1.1. Acceptable Proposals must offer all services identified within the Service Area(s) for which they are proposing services as listed in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3.
- 7.1.1.2. Proposals must be submitted electronically as specified in Subsection 6.7.
- 7.1.1.3. Proposers must submit a separate electronic document for the Technical Proposal and a separate electronic document for the Cost Proposal.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

Proposers must submit one (1) Proposal for each Service Area for which they are proposing to provide services. Each Proposal will contain the following, in the order described in this section.

7.2.2. Transmittal Cover Letter – The Transmittal Cover Letter must:

- 7.2.2.1. Be on the Proposer's company letterhead.
- 7.2.2.2. Be signed by an individual who is authorized to bind the company to all statements, including services and prices contained in the Proposal.
- 7.2.2.3. Contain the following:
 - 7.2.2.3.1. Identify the submitting organization;
 - 7.2.2.3.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
 - 7.2.2.3.3. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
 - 7.2.2.3.4. Identify the name, title, telephone number, and email address of the person who will serve as the Vendor's representative for all matters relating to the RFP;
 - 7.2.2.3.5. Identify the Service Area(s) for which the Vendor is proposing to provide services.



- 7.2.2.3.6. Acknowledge that the Proposer has read this RFP, understands it, and agrees to be bound by its requirements;
- 7.2.2.3.7. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications;
- 7.2.2.3.8. Confirm that Appendix A P-37 General Provisions and Standard Exhibits has been read and is understood;
- 7.2.2.3.9. Explicitly state that the Proposal is valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later; and
- 7.2.2.3.10. Include the date that the Proposal was submitted.

7.2.3. **Table of Contents**

The required elements of the Proposal will be numbered sequentially and represented in the Table of Contents.

7.2.4. **Executive Summary.** A Proposer must submit an executive summary to:

- 7.2.4.1. Provide the Department with an overview of the organization and what the Vendor intends to provide;
- 7.2.4.2. Demonstrate an understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;
- 7.2.4.3. Demonstrate the overall design of the project in response to achieving the deliverables as defined in this RFP; and
- 7.2.4.4. Demonstrate familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.5. **Description of Organization**

- 7.2.5.1. Proposers must include a summary of the company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP. At a minimum, the description must include:
 - 7.2.5.1.1. General company overview;
 - 7.2.5.1.2. Ownership and subsidiaries;
 - 7.2.5.1.3. Company background and primary lines of business;



- 7.2.5.1.4. Number of employees;
- 7.2.5.1.5. Headquarters and satellite locations;
- 7.2.5.1.6. Current project commitments;
- 7.2.5.1.7. Major government and private sector clients;
- 7.2.5.1.8. Mission Statement;
- 7.2.5.1.9. The programs and activities of the company;
- 7.2.5.1.10. The number of people served;
- 7.2.5.1.11. Company accomplishments;
- 7.2.5.1.12. Reasons the company is capable of effectively completing the services outlined in the RFP; and
- 7.2.5.1.13. All strengths considered to be assets to the company.
- 7.2.5.2. The Proposer should demonstrate the length, depth, and applicability of all prior experience in providing the requested services as well as the skill and experience of staff.
- 7.2.6. **Affiliations – Conflict of Interest**
 - 7.2.6.1. The Proposer must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.
- 7.2.7. **Appendix D – Technical Proposal Narrative**
 - 7.2.7.1. Proposers must provide responses for all questions in Appendix D – Technical Proposal Narrative.
 - 7.2.7.2. Proposers must also submit the required attachments as specified in Appendix D- Technical Proposal Narrative.
- 7.2.8. **Appendix E – Staffing List**
 - 7.2.8.1. Proposers must complete Appendix E – Staffing List by providing staffing details in the appropriate tab(s) for the Service Area(s) for which you are proposing to serve.
- 7.2.9. **Proposer's References**
 - 7.2.9.1. The Proposer must submit three (3) written references from individuals or organizations who have knowledge of the Proposer's capability to deliver services applicable to this solicitation. A current Department employee will not be considered a valid reference.
 - 7.2.9.2. Each written reference must include current contact information, a description of work performed, quality of work, and dates of performance.



7.2.9.3. The Department may contact a reference to clarify any information.

7.2.10. Subcontractor Letters of Commitment (if applicable)

The Proposer will be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Proposer and any subcontractors will commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the Department. All selected Contractor(s) that indicate an intention to subcontract must submit a subcontractor's letter of commitment to the Department no later than thirty (30) days from the contract effective date. The Department will approve or reject subcontractors for this project and require the Contractor to replace subcontractors found to be unacceptable.

7.2.11. Required Attachments

7.2.11.1. The following are required statements that must be included with the Technical Proposal. The Proposer must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Technical Proposal.

Appendix C, CLAS Requirements.

7.2.11.2. The following are required statements that must be included with the Cost Proposal. The Proposer must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Cost Proposal.

Appendix B, Contract Monitoring Provisions.

Appendix E, Staffing Plan.

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Liquidated Damages, Forms

8.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached. The Proposer must agree to contractual requirements as set forth in the Appendix A, P-37 General Provisions and Standard Exhibits.

8.1.2. Liquidated Damages

8.1.2.1. The Department may negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.



- 8.1.2.2. The Department and the Vendor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Vendor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore, the parties agree that liquidated damages may be determined as part of the contract specifications.
- 8.1.2.3. Assessment of liquidated damages may be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department will be entitled to recover liquidated damages applicable to any given incident.
- 8.1.2.4. The Department may determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the Department as liquidated damages may be deducted by the Department from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the Department.

9. ADDITIONAL INFORMATION

- 9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 9.2. Appendix B – Contract Monitoring Provisions**
- 9.3. Appendix C – CLAS Requirements**
- 9.4. Appendix D – Technical Proposal Narrative**
- 9.5. Appendix E – Staffing List**